

# EXHIBIT

# A

# EXHIBIT A SECTION 1

**city**

PROTECTION PLAN

protection

peace of mind

**WELCOME**

**to the Cityadvantage<sup>SM</sup> Protection Plan  
PC Resource Kit**

To unlock your Resource Kit Bonus Offers, see the  
"Quick Start" guide on the inside cover.



**DIAGNOSE • TROUBLESHOOT • RESOLVE**

Save time and possibly an unnecessary service event by diagnosing and troubleshooting your own computer. Complete the steps below before calling for service.

- Check that your product is receiving sufficient power. Test wall outlets with another device and check battery-powered equipment for properly charged batteries.
- Turn your product off, wait 15 seconds and turn back on.
- Check that all your connections are secure and plugged in.
- Run "scan disk" or "defrag" programs on computers or external devices (printers, scanners, etc.) running slower than normal.
- If you have more than one computer, monitor or printer, switching components can help isolate the problem.
- Write down any error messages.
- Be at your computer when you call. To save time, have your receipt, brand, model and serial numbers at hand.
- Reserve an average of 20 minutes for a certified technician to walk you through the troubleshooting process.
- Describe your problem in as much detail as possible. Be sure to include information about any recently added hardware or software.
- The technician may ask if you are comfortable opening your computer. If you are, this can speed the diagnostic process.
- If a defect is found, your product will be repaired or replaced as indicated on the Hardware Service & Support page.

Click on your desktop icon or go to  
[cityadvantagekit.com](http://cityadvantagekit.com) for help and service.





PROTECTION PLAN

**24/7 TECH SUPPORT • REPAIR • REPLACEMENT**

We know how important it is for your computer to work properly. With the Cityadvantage™ Protection Plan we have technicians standing by 24/7, ready to tackle any hardware problem that may arise.

**24/7 Tech Support for Hardware Problems**

Just call (800) 555-4615 and we'll diagnose and troubleshoot your hardware problem over the phone. Many problems can be handled this way. If not, we've got product-specific solutions.

**Power Surge Protection\***

We offer it from Day 1, most manufacturers don't offer it all. Just call (800) 555-4615 for diagnosis and troubleshooting.

**Desktop PCs**

**IN-HOME SERVICE\***

Just call (800) 555-4615 for diagnosis and troubleshooting. If that doesn't work, a local service provider will contact you to schedule a repair visit.

**Notebook PCs**

**REPAIR AND SHIPPING\***

Just call (800) 555-4615 for diagnosis and troubleshooting. If that doesn't work, we'll send a postage-paid container for shipping the product to us.

**BATTERY REPLACEMENT\***

If your notebook PC battery fails, we'll send a replacement. Just call (800) 555-4615.

\*The Cityadvantage™ Protection Plan for Computer Products begins on the date of purchase with power surge protection and notebook PC battery coverage. All other benefits begin with the expiration of the manufacturer's warranty or one year, whichever comes first, and extends for the remaining life of the plan. The plan term is inclusive of the manufacturer's warranty and store return policy.

Click on your desktop icon for service information and terms and conditions or go to [cityadvantagekit.com](http://cityadvantagekit.com).



## **One (1) Year Limited Warranty**

### **Notebook Computers**

**Garantía limitada de un (1) año  
para computadoras portátiles**

**For Notebook Computers  
Purchased within the Fifty (50) United States and  
District of Columbia; United States Territories;  
Puerto Rico; Latin America; and the Caribbean.**



PMAS00064011

**TOSHIBA**

# One (1) Year Limited Warranty

## TOSHIBA

One (1) Year Limited Warranty ("Limited Warranty Period")

For Notebook Computers

Purchased Within the Fifty (50) United States and District of Columbia; United States Territories; Puerto Rico; Latin America; and the Caribbean.

## General Terms

This Limited Warranty applies to Toshiba branded notebook computers ("Products") sold by Toshiba American Information Systems, Inc. ("Toshiba") or Toshiba's resellers to a customer within the fifty (50) United States and the District of Columbia; United States Territories; Puerto Rico; Latin America; and the Caribbean; for such customer's own use and not for resale ("Customer"). During the Limited Warranty Period, this Limited Warranty covers the Product for warranty service required within Customer's country of original purchase. The International Limited Warranty (as defined below) covers the Product when warranty service is required outside of Customer's country of original purchase.



Year Limited Warranty

During the Limited Warranty Period, Toshiba warrants that the Product (1) is free from defects in materials and workmanship and, (2) conforms to the factory specifications in effect at the time the Product was manufactured.

During the Limited Warranty Period, Toshiba will, at its sole discretion, restore the Product to working order in accordance with factory specifications in effect at the time the Product was manufactured or replace the defective Product with a product that is at least equivalent to the original Product. Toshiba reserves the right to use reconditioned parts that are equivalent or superior to the original factory specifications. Replacement parts are warranted to be free from defects in materials and workmanship for thirty (30) days or for the remainder of the Limited Warranty Period of the Product in which they are installed, whichever is longer. Parts or products replaced under this Limited Warranty shall become the property of Toshiba.

Toshiba may service Customer-replaceable parts, by shipment of new or remanufactured replacement parts, by Customer on an exchange basis. Upon receipt by the Customer of the replacement part, the original part shall pay Toshiba at Toshiba's expense. Customer if Toshiba does not receive the original part within ten (10) days after Customer's receipt of the replacement part.

If Customer authorizes Toshiba to perform any services excluded under this Limited Warranty, Customer shall pay standard repair fees for such work. Customer may assign the Limited Warranty to a subsequent purchaser or assignee of the Product by providing written notice to Toshiba at the following address: 4 Jenner, Suite 154, Irvine, CA 92618-3809, within thirty (30) days after the assignment. Any other purported transfer or assignment of this Limited Warranty is void.

### One (1) Year Limited Warranty

The terms and conditions of this Limited Warranty constitute the complete and exclusive warranty agreement between Customer and Toshiba for the Product and supersede any prior agreements or representations made in any Toshiba sales document or advice that may be provided to Customer by any Toshiba representative in connection with Customer's purchase of the Product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of Toshiba.

### Disclaimer and Limitation of Remedy

ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THIS PRODUCT, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED. TOSHIBA EXPRESSLY DISCLAIMS ALL WARRANTIES STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESS LIMITED WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO CUSTOMER.

CUSTOMER MUST READ AND FOLLOW ALL SETUP AND USAGE INSTRUCTIONS IN THE APPLICABLE USER GUIDES AND/OR MANUALS ENCLOSED. IF CUSTOMER FAILS TO DO SO, THIS PRODUCT MAY NOT FUNCTION PROPERLY AND CUSTOMER MAY LOSE DATA OR SUFFER OTHER DAMAGE. TOSHIBA, ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

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One (1) Year Limited Warranty

IF THIS PRODUCT FAILS TO WORK AS WARRANTED ABOVE, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. IN NO EVENT WILL TOSHIBA, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT. THIS LIMITATION APPLIES TO DAMAGES OF ANY KIND WHATSOEVER INCLUDING (1) DAMAGE TO, OR LOSS OR CORRUPTION OF, CUSTOMER'S RECORDS, PROGRAMS, DATA OR REMOVABLE STORAGE MEDIA, OR (2) ANY DIRECT OR INDIRECT DAMAGES, LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF WARRANTY CONTRACT, TORT OR OTHERWISE, OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT AND/OR THE ENCLOSED USER GUIDES AND/OR MANUALS, EVEN IF TOSHIBA, OR AN AUTHORIZED TOSHIBA REPRESENTATIVE, ASP (AS DEFINED BELOW) OR RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR SOME PRODUCTS, SO THE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO CUSTOMER. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY/STATE/JURISDICTION TO COUNTRY/STATE/JURISDICTION.

One (1) Year Limited Warranty

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## Standard Limited Warranty

### Binding Arbitration

Customer and Toshiba acknowledge and agree that any claim, dispute, or controversy between Customer and Toshiba arising from or relating to (i) this Limited Warranty, including the validity of this binding arbitration provision, or (ii) the use of the Product ("Dispute"), shall be resolved EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) UNDER NAF'S CODE OF PROCEDURE. THEN IN EFFECT, CUSTOMER UNDERSTANDS THAT, IN THE ABSENCE OF THIS PROVISION, CUSTOMER WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT IN FRONT OF A JUDGE OR JURY, INCLUDING THE RIGHT TO LITIGATE CLAIMS ON A CLASS-WIDE OR CLASS ACTION BASIS, AND THAT CUSTOMER HAS EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREED TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS PARAGRAPH. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses (including but not limited to attorneys' fees) incurred in enforcing compliance with this binding arbitration provision, including staying or dismissing such other proceeding. Information about the NAF is available on line at [www.arb-forum.com](http://www.arb-forum.com), by phone at 800-474-2371 or by writing to P.O. Box 50191, Minneapolis, MN, 55405. For the purposes of this binding arbitration Paragraph, the term "Toshiba" means Toshiba America Information Systems, Inc., its parents, subsidiaries and affiliates, and each of their officers, directors, employees, agents, beneficiaries, assigns and suppliers; and the term "Customer" means Customer, or those in privity with

## 6 One (1) Year Limited Warranty

Customer, such as Customer's family members, beneficiaries and/or assigns. If NAF should cease operations, Customer and Toshiba shall agree on another arbitration forum. The arbitration shall be held at a reasonable, mutually agreed upon location by submission of documents, by telephone, online or in person as selected by Customer. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between Customer and Toshiba. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. If Customer prevails in the arbitration of any Dispute with Toshiba, Toshiba will reimburse Customer for any fees Customer actually paid to NAF in connection with the arbitration. Any decision or award of the arbitrator rendered in such arbitration proceeding shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. This binding arbitration provision shall be governed by the United States Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.*

## Protection of Stored Data

For Customer's important data, please make periodic back-up copies of all the data stored on the hard disk or other storage devices as a precaution against possible failures, alteration, or loss of the data. If CUSTOMER'S DATA IS ALTERED OR LOST DUE TO ANY TROUBLE, FAILURE OR MALFUNCTION OF THE HARD DISK DRIVE OR OTHER STORAGE DEVICES AND THE DATA CANNOT BE RECOVERED, TOSHIBA SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS OF DATA, OR ANY OTHER DAMAGE RESULTING THEREFROM, WHEN COPYING OR TRANSFERRING CUSTOMER'S DATA. PLEASE BE SURE TO CONFIRM WHETHER THE DATA HAS BEEN SUCCESSFULLY COPIED OR TRANSFERRED. TOSHIBA DISCLAIMS ANY LIABILITY FOR THE

## One (1) Year Limited Warranty

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FAILURE TO COPY OR TRANSFER THE DATA CORRECTLY.  
BEFORE RETURNING ANY PRODUCT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. TOSHIBA IS NOT RESPONSIBLE FOR (1) DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA, OR (2) THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY TOSHIBA WHEN THE PRODUCT WAS MANUFACTURED.

## Critical Applications

This Product is not designed for any "critical applications." "Critical applications" means life support systems, medical applications, connections to implanted medical devices, commercial transportation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage. ACCORDINGLY, TOSHIBA DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF THE PRODUCT IN ANY CRITICAL APPLICATIONS. IF CUSTOMER USES THE PRODUCT IN A CRITICAL APPLICATION, CUSTOMER, AND NOT TOSHIBA, ASSUMES FULL RESPONSIBILITY FOR SUCH USE. FURTHER, TOSHIBA RESERVES THE RIGHT TO REFUSE TO SERVICE ANY PRODUCT USED IN A CRITICAL APPLICATION, AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF TOSHIBA'S SERVICE OR REFUSAL TO SERVICE SUCH PRODUCT.

## 8 One (1) Year Limited Warranty

### Limited Warranty Period and Warranty Requirements

The Limited Warranty Period for Customer's Product begins on the date of purchase from Toshiba or an authorized Toshiba reseller ("Purchase Date").

The Limited Warranty period for the rechargeable battery that is included with the Product is one (1) year from the Purchase Date.

Product registration is strongly recommended, and allows Toshiba to send Customer periodic updates, announcements, and special offers applicable to the Product. Product registration is best completed during the initial start-up of the Product, or can be completed online at [www.register.toshiba.com](http://www.register.toshiba.com). Customer's failure to complete Product Registration will not diminish Customer's rights under this Limited Warranty.

Customer's dated sales or delivery receipt, showing the date of purchase of the Product, is Customer's proof of the Purchase Date. Customer may be required to provide proof of purchase as a condition of receiving warranty service.

### What is Not Covered by This Limited Warranty?

- ❖ Service made necessary by accident, misuse, abuse, neglect, improper installation, or improper maintenance
- ❖ Replacement of missing parts, the provision of retrofits, or preventive maintenance
- ❖ Installation or removal of accessory retrofits, peripheral equipment or computer systems of which the Product may be a part

## 9 One (1) Year Limited Warranty

- ❖ Replacement or fixes of software
- ❖ Repair or replacement of covers, plastics, or appearance parts such as interior or exterior finishes or trim
- ❖ Repair of damage that is cosmetic only or does not affect Product functionality, such as wear and tear, scratches and dents, and scratched, faded or discolored keycaps
- ❖ Service made necessary by any external cause, including fire, theft, acts of God, alteration, problems arising from software or hardware not supplied by Toshiba, power failures, surges or shortages, lightning, or repairs by persons other than those authorized by Toshiba to service the Product
- ❖ Service on Product purchased outside the fifty (50) United States and the District of Columbia; United States Territories; Puerto Rico; Latin America, and the Caribbean
- ❖ Service on Toshiba-branded accessory items purchased with the Product
- ❖ Service on third party products or service made necessary by use of incompatible third party products
- ❖ Service of Product on which the TOSHIBA label or logo, rating label or serial number have been defaced or removed
- ❖ On-site service and repair of the Product
- ❖ Damage caused by use of the Product outside the usage or storage parameters set forth in the Product User's Guide
- ❖ Modifications to the Product not approved in writing by Toshiba

## 10 One (1) Year Limited Warranty

### Toshiba Accessories

Toshiba accessory items purchased with the Product are covered by their own respective limited warranties.

### Toshiba Software Included with Product

Toshiba's sole obligations with respect to software distributed with the Product under the Toshiba brand name are set forth in the applicable end-user license agreement. Unless otherwise stated in writing, non-Toshiba software is provided on an "as is" basis by Toshiba. However, non-Toshiba manufacturers, suppliers or publishers may offer their own warranties.

### Warranty Extensions and Upgrades

Toshiba offers a full line of optional service programs to complement its limited warranty. For more information, visit our web site at [www.warranty.toshiba.com](http://www.warranty.toshiba.com) or call 1-800-TOSHIBA (U.S. only). If outside of the U.S., please contact your local reseller.

### Obtaining Service for Product Purchased in the Fifty (50) United States and District of Columbia

In the fifty (50) United States and District of Columbia, Customer is entitled to either Carry-In Service through Toshiba's network of Authorized Service Providers or Repair-Return Service through Toshiba's Notebook Depot during the Limited Warranty Period.

## One (1) Year Limited Warranty 11

### Carry-In Service

Toshiba's network of Authorized Service Providers provides warranty repair service on Toshiba Products. A list of Authorized Service Providers is available on the Toshiba Web site at [www.pcsupport.toshiba.com](http://www.pcsupport.toshiba.com) or by calling the Toshiba Global Support Centre at 1-800-457-7777. If Customer chooses to ship Product to an Authorized Service Provider, Customer must pay any shipping charges, insurance, taxes or duties associated with transportation of the Product to the Authorized Service Provider.

### Notebook Depot Service

Instructions for scheduling Notebook Depot Service are on the Toshiba Web site at [www.pcsupport.toshiba.com](http://www.pcsupport.toshiba.com) (select the Depot Repair option) or by calling the Toshiba Global Support Centre at 1-800-457-7777. Toshiba will issue a Return Material Authorization Number and provide Customer with instructions for shipment of the Product to Toshiba. Customer is responsible for proper packing of the Product and for shipment to Toshiba. Customer must pay shipping charges, insurance, taxes or duties associated with shipment of the Product to the Notebook Depot. Upon receipt of the Product, Toshiba will make reasonable efforts to repair the Product and will ship the repaired Product to the Customer.

If Toshiba determines that the Product failure is not covered under this Limited Warranty, Toshiba will notify Customer and provide service alternatives that are available to Customer on a fee basis.

BEFORE RETURNING ANY PRODUCT FOR SERVICE, BE SURE TO REMOVE ANY ACCESSORIES, INCLUDING, BUT NOT LIMITED TO, POWER CORDS, CD'S, DISKETTES, PC CARDS, OR DOCKING STATION. TOSHIBA SHALL NOT BE RESPONSIBLE AND FULLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY ACCESSORIES SHIPPED WITH THE PRODUCT.

10 One (1) Year Limited Warranty

## Toshiba Accessories

Toshiba accessory items purchased with the Product are covered by their own respective limited warranties.

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## Obtaining Service for Product Purchased in the Fifty (50) United States and District of Columbia

In the Fifty (50) United States and District of Columbia, Customer is entitled to either Carry-In Service through Toshiba's network of Authorized Service Providers or Repair-Return Service through Toshiba's Notebook Depot during the Limited Warranty Period.

One (1) Year Limited Warranty 11

## Carry-In Service

Toshiba's network of Authorized Service Providers provides warranty repair service on Toshiba Products. A list of Authorized Service Providers is available on the Toshiba Web site at [www.pcsupport.toshiba.com](http://www.pcsupport.toshiba.com) or by calling the Toshiba Global Support Centre at 1-800-457-7777. If Customer chooses to ship Product to an Authorized Service Provider, Customer must pay any shipping charges, insurance, taxes or duties associated with transportation of the Product to the Authorized Service Provider.

## Notebook Depot Service

Instructions for scheduling Notebook Depot Service are on the Toshiba Web site at [www.pcsupport.toshiba.com](http://www.pcsupport.toshiba.com) (select the Depot Repair option) or by calling the Toshiba Global Support Centre at 1-800-457-7777. Toshiba will issue a Return Material Authorization Number and provide Customer with instructions for shipment of the Product to Toshiba. Customer is responsible for proper packing of the Product and for shipment to Toshiba. Customer must pay shipping charges, insurance, taxes or duties associated with shipment of the Product. Toshiba Notebook Depot. Upon receipt of the Product and will will make reasonable efforts to repair the Product and will ship the repaired Product to the Customer.

If Toshiba determines that the Product failure is not covered under this Limited Warranty, Toshiba will notify Customer and provide service alternatives that are available to Customer on a fee basis.

BEFORE RETURNING ANY PRODUCT FOR SERVICE, BE SURE TO REMOVE ANY ACCESSORIES, INCLUDING, BUT NOT LIMITED TO, POWER CORDS, CD'S, DISKETTES, TOSHIBA CARDS, OR DOCKING STATION. TOSHIBA SHALL NOT BE RESPONSIBLE AND FULLY DISCLAIM ANY AND ALL LIABILITY FOR ANY ACCESSORIES SHIPPED WITH THE PRODUCT.

## 12 One (1) Year Limited Warranty

### Obtaining Service for Products Purchased in United States Territories, Puerto Rico, Latin America, and the Caribbean

In the country of original purchase, Customer is entitled to Carry-In Service through Toshiba's network of Authorized Service Providers during the Limited Warranty Period.

#### Carry-In Service

Toshiba's network of Authorized Service Providers provides warranty repair service on Toshiba Products. A list of Authorized Service Providers is available on the Toshiba Web site at [www.pcsupport.toshiba.com](http://www.pcsupport.toshiba.com) or by calling the Toshiba Global Support Centre at 1-949-859-4273. If Customer chooses to ship Customer's Product to an Authorized Service Provider, Customer must pay any shipping charges, insurance, taxes or duties associated with the transportation of the Product, unless local law provides otherwise.

### International Limited Warranty - Obtaining Service Outside the Country of Original Purchase

During the Limited Warranty Period, the International Limited Warranty covers the Product when warranty service is required outside the country of original purchase. A list of ASPs is available on the Toshiba Web site at [www.pcsupport.toshiba.com](http://www.pcsupport.toshiba.com) or by calling the Toshiba Global Support Centre at 1-800-457-7777 if Customer is in the United States or 1-949-859-4273 if outside the United States.

## One (1) Year Limited Warranty 13

All the terms and conditions of the Limited Warranty shall apply to this International Limited Warranty. However, warranty service availability and response times may vary from country to country and Customer may be subject to additional charges and registration requirements in the country of service. Products may also be subject to United States and international export control regulations.

Under the International Limited Warranty,

- 1 Customer will pay all of the following charges, if any, incurred by Toshiba to repair Customer's Product:
  - ❖ Telephone/facsimile/telex communication charges;
  - ❖ Import duties/taxes/tariffs/licensing fees for importing of any spare parts; and,
  - ❖ Transport/delivery/insurance costs incurred in returning the parts to a Toshiba authorized reseller or service provider and the cost of returning the Product to Customer or the location that Customer specifies.
- 2 If replacement of the keyboard is required, only English language keyboards, or keyboards in the native language of the country where service is provided, if available, will be provided under the terms of this International Limited Warranty.
- 3 Service may be excluded on certain country-specific component parts or devices, including but not limited to the following: batteries, power cords, floppy disk drive attachment case, computer casing, modems, and PC cards.

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## Contacting Toshiba

### Online Support

Technical support is available electronically on Toshiba's Web site at [www.pcsupport.toshiba.com](http://www.pcsupport.toshiba.com). At this Web site, Customer will find answers for many commonly asked technical questions plus many downloadable software drivers, BIOS updates and other downloads.

Additionally, Customer can obtain a listing of Authorized Service Providers or receive the current status of Customer's Toshiba Notebook Depot repair (if applicable).

### Ask IRIS Online™

Toshiba makes it even easier for customers to obtain technical support with immediate solutions from Ask IRIS Online™. Type in Customer's technical support question and IRIS (Instant Response Information Service) provides answers from an extensive technical database.

### Technical and Customer Support

**Toshiba Global Support Centre at 1-800-457-7777**  
(1-949-859-4273 outside the United States)

An expert staff provides technical assistance 24 hours a day, 7 days a week.

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## One (1) Year Limited Warranty

### TOSHIBA

Toshiba America Information Systems, Inc.  
Digital Products Division

P.O. Box 19724, Irvine, California 92623-9724  
1-800-TOSHIBA • [www.toshiba.com](http://www.toshiba.com)



# EXHIBIT A SECTION 2

Sale Date: 09/07/2005

Type of Service: CARRY IN

Offer Expires: 09/07/2007

Policy Begins 09/08/2007 if purchased.

AVAILABLE COVERAGE	PAYMENT OPTIONS (INCLUDES TAX, IF ANY)	TOTAL ENCLOSED
2 Years	\$ 242.99 or \$ 48.59 down & 3 payments of \$ 64.80	\$ 48.59

B1046648334  
Satchi Mims  
PO Box 19304  
Oakland, CA 94619-0304

|||||

OFFER EXPIRES: 09/07/2007

B1046648334

Type of Service: CARRY IN

Sale Date: 09/07/2005

Plan Price: \$ 242.99\*

Offer expires 09/07/2007. Please allow sufficient time for mail delivery.

Policy Begins 09/08/2007 if purchased.

☒ BILL MY CREDIT CARD for the full amount due or the amount I have indicated above. (If I have chosen the partial pay option, charge the remaining payments, on their due dates, to my credit card.)

☐ Circuit City Charge ☐ Visa/MC ☒ AmEx ☐ Discover

CREDIT CARD # 

Signature (Required for credit card payment, including Circuit City)  EXP. DATE 

☐ PAYMENT ENCLOSED. (Please make payable to Circuit City.)

☐ CHECK BOX on left to indicate address or phone number change. Please update information on reverse side of this form.

☒ E-MAIL ADDRESS 

Please detach top portion and mail payment in enclosed envelope.

PRODUCT DESCRIPTION	BRAND	MODEL
NOTEBOOK COMPUTERS	TOS	M45S265

## \*\*\*PROTECTION FOR YOUR COMPUTER EQUIPMENT\*\*\*

Your Circuit City Advantage™ Protection Plan on the product(s) listed above will expire 09/07/2007, so act now to renew this valuable protection quickly and easily.

Simply choose the options above that you prefer and send your request to us in the envelope provided. Or call 1-800-395-4377, Monday through Friday from 9:00 am to 10:00 pm, EST. Our customer service representatives are ready to assist you.

We appreciate your continued business.

**Keep your gear working like new.**

Your Circuit City Advantage™ Protection Plan provides these benefits:

- ☒ hassle-free repair or replacement
- ☒ expert tech support available 24/7
- ☒ convenient in-home service for desktop PCs
- ☒ repair & shipping for notebook PCs, digital cameras & PDAs
- ☒ power surge protection
- ☒ service available nationwide
- ☒ no estimates, no deductibles, no records to keep

★ The Circuit City Advantage™ Protection Plan is fully and easily refundable within 30 days of purchase

519007 00001013-C 10/07



**advantage**  
PROTECTION PLAN



IT'S EASY TO  
PAY BY PHONE  
9:00am to 10:00pm (ET) Mon-Fri

Habla Español? Para ayuda en español llame al 1-800-395-4377.

**1-800-395-4377**

COT-1807-3

Preguntas en español, llame 1-800-395-4377



advantage  
PROTECTION PLAN

Product/Coverage Information

Contract No:	85 6512453
Brand/Model:	TOS/M45S265
Sale Date:	September 07, 2005
Prod. Descript:	COMPUTER EQUIPMENT
Sales Assoc:	Mail Order
Period Covered:	09-08-2007 - 09-08-2009
Service Type:	Carry In
Length of Plan:	2 yrs
Price of Plan:	\$242.99 (includes tax if any)

Account History

Date	Amount	Description
11-23-2007	\$ 64.80	AMX payment
10-23-2007	\$ 64.80	AMX payment
09-24-2007	\$ 64.80	AMX payment
08-24-2007	\$ 48.59	AMX payment PAID IN FULL

Satchi Mims  
PO Box 19304  
Oakland, CA 94619-0304



# CERTIFICATE

## for COMPUTER PRODUCTS

- For service call 1-800-555-4615 Monday - Friday, 9:00 am to 9:00 pm, and Saturday 9:00 am to 8:00 pm Eastern Time.
- Congratulations! This is your Circuit City Advantage<sup>SM</sup> Protection Plan Certificate, and it will be valid until 09-08-2009.
- This certificate is your proof of coverage. Please keep it with your other important papers.
- If you have any questions regarding your Circuit City Advantage<sup>SM</sup> Protection Plan, please call 1-800-395-4377 Monday-Friday, 9:00 am to 10:00 pm, Eastern Time.

C20402-000008

Product Description  
NOTEBOOK COMPUTER

Brand/Model  
TOS/M45S265

Detach



Satchi Mims	
Contract No:	85 6512453
Brand/Model:	TOS/M45S265
Sale Date:	September 07, 2005
Product Description:	COMPUTER EQUIPMENT
Period Covered:	09-08-2007 - 09-08-2009
Service Type:	Carry In
Length of Plan:	2 yrs
Price of Plan:	\$242.99

**PAID IN FULL**

**Thank you!**

**Circuit City Advantage Protection Plan**  
**This Contract is not an insurance contract.**

**The Special State Disclosures in section 18 supersede any provision herein to the contrary.**

**1. Parties.** The obligor ("Obligor") under this service contract is Federal Warranty Service Corporation, P.O. Box 105688, Atlanta, GA 30348 (the states except in CA where Sureway, Inc., P.O. Box 105688, Atlanta, GA 30348 is the Obligor, in FL where **UNITED SERVICE PROTECTION, INC.** is the Obligor and in MA, where General Electric Company is the Obligor). "We", "Us" and "Our" mean the Obligor under this service contract. "You" and "Your" mean the purchaser of the product(s) covered under the service contract and any authorized warranty associate of the purchaser. "Product(s)" means the product covered under this service contract as listed on Your sales receipt. The administrator (the Administrator) is Federal Warranty Service Corporation, P.O. Box 105688, Atlanta, GA 30348, 1-800-555-4615 except that for Home and Car Electronics the Administrator is Circuit City Stores, Inc., 9950 Mayland Drive, Richmond, Virginia 23233, 1-888-633-2343.

**2. Contract.** These terms and conditions ("Terms and Conditions"), together with the sales receipt or other evidence of purchase of the service contract ("Sales Receipt") shall constitute the entire service contract. ("Contract"). Your Sales Receipt describes the Product, the type of plan purchased, the purchase price of the Contract ("Contract Price"), and when the Contract starts and how long it lasts. The Contract provides coverage only for the kind of failure on Your Sales Receipt.

**3. Coverage and How You Get Service.** Subject to these Terms and Conditions, the Contract provides for the repair or replacement of the Product resulting from failures that occur during normal use and operation in accordance with the manufacturer's written specifications, including normal wear and tear. Coverage is available for products purchased in the 48 contiguous states, Hawaii and Puerto Rico. Products placed in service outside of the 48 contiguous states, Hawaii and Puerto Rico may be covered if carried or mailed into an authorized location at your expense and liability. The following plans are available:

**A. Circuit City Advantage Protection Plan® for Computer Products:**

**• For service call 1-800-555-4615**

• You may check the status of a claim at any time by going to [www.fws.com](http://www.fws.com), clicking on plan and typing in Your claim incident number. If You do not have Internet access, please call the Administrator.

• Your Contract covers damage resulting from power surges and fire. Product failure is a result of electrical

WCA 090701-907

portion, Your Contract covers one lamp replacement per Contract term, and such lamp replacement coverage may or may not be renewed at Circuit City's discretion. Your Contract also covers one laptop battery replacement in the event the laptop battery fails to retain power in accordance to manufacturer specifications.

• **LAPTOP BATTERY REPLACEMENT AND POWER SURGE BEGIN ON THE DATE OF PURCHASE; ALL OTHER BENEFITS BEGIN AFTER ONE YEAR FROM THE DATE OF PURCHASE OR UPON EXPIRATION OF THE MANUFACTURER'S WARRANTY, WHICH EVER COMES FIRST.**

**B. Circuit City Advantage Protection Plan<sup>®</sup> for Home and Car Electronics:**

• **For service call 1-888-333-2333**

• Your Contract covers damage resulting from power surge, and if the Product requires a lamp to generate a picture. Your Contract covers one lamp replacement per Contract term, and such lamp replacement coverage may or may not be renewed at Circuit City's discretion. Your Contract covers one annual cleaning of other preventative maintenance per Product required to maintain normal operation in accordance with the manufacturer's specifications for the following product: home cassette decks, camcorders, and VCR combinations. All such preventative maintenance shall be performed on a drop off basis.

• **ALL BENEFITS BEGIN ON THE DATE OF PURCHASE**

**C. Circuit City Advantage Protection Plan<sup>®</sup> Plus ("The Plus Plan"):** Provides added coverage for accidental damage from handling and is available on certain computer and electronic products. **THE ACCIDENTAL DAMAGE BENEFIT IS AVAILABLE ON THE DATE OF PURCHASE.** Labor & replacement parts for screen & lens, minor associated with the Product, where applicable, are provided under The Plus Plan, limited up to 2 screen or lens claim events per 12 month period. **The Plus Plan may or may not be renewed** at Circuit City's discretion.

**D. Details of Service:**

The Administrator will advise you whether your product is eligible for in-home, carry-in, or mail-in service, and how to request your assistance in diagnosing the Product(s) failure over the phone prior to providing service. If the Product is eligible for carry-in service, you must carry your Product into a Circuit City store location for service. If your Product is eligible for mail-in service, we will pay standard shipping charges (or expedited shipping charges if You have The Plus Plan). Service is available and provided during regular working hours. Some in-home service events may require the authorized service to take the Product(s) to a repair facility rather than perform the service on-site; shipping

costs associated with moving the Product to and from the repair facility will be covered under this Contract.

In rare instances, if We cannot locate a service provider, We may authorize you to locate a service provider near You and provide us with an estimate for repair prior to commencing with repair. This Contract will reimburse you for any repair expenses paid by You if you have been authorized to locate a service provider.

The Administrator will not be responsible for delays or failure in performing service caused by acts of nature, acts of any government, or causes beyond its control. The use of NON ORIGINAL MANUFACTURER PARTS is allowed under this Contract.

**THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY.**

**4. Non-Repairable Products and Replacement**

**Products.** If the Administrator decides that the Product is non-repairable, or if repair parts become unavailable, You may receive a new or reconditioned product of like kind and quality. We will attempt to provide a replacement product with equal or similar features and functionality, regardless of brand or current retail purchase price. Changes in technology may result in a replacement product with a lower selling price than the original Product and may limit the Administrator's ability to provide the same or similar model or a unit with the exact same features as your original product. At the Administrator's sole discretion, You may be required to return Your defective Product to the Administrator with freight pre-paid by the Administrator prior to receiving Your replacement product. If You refuse the replacement product, the Administrator may issue a Gift Card to You equal to the current cost for Us to replace Your Product with a product of like kind and quality. If a replacement product is not available, the Administrator may issue a Circuit City Gift Card ("Gift Card") up to the original purchase price of the Product. If Your Product is replaced after expiration of the manufacturer's warranty and during the term of this Contract for any reason, the Gift Card or Product replacement, has Contract is deemed fully performed. If Your Product is replaced at any time during the term of this Contract due to accidental damage, this Contract is deemed fully performed.

**5. Circuit City Gift Card.** The Gift Card may be used to purchase the replacement of a product at any Circuit City store location or at [www.circuitcity.com](http://www.circuitcity.com). There are

responsible for any difference between the purchase price of Your selected replacement and the amount paid for the Product. Please refer to the Gift Card for controlling terms of use.

**6. Cancellation by You.** You may cancel the Contract at any time for any reason by sending Your written notice to Service Contract Administration, 9950 Mayland Drive, Richmond, Virginia 23233. If Your written cancellation notice is received within 30 days of the original purchase date (which is also the date of receipt) on Your Sales Receipt, and no claim has been made, You will receive a full refund of the Contract Price. A 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after receipt of the Contract. If Your written cancellation notice is received more than 30 days after the original purchase date on Your Sales Receipt, You will receive a prorated refund of the Contract Price (based on the duration of the Contract), less claims paid and less an administrative fee equal to the lesser of 10% of the Contract Price or \$25.00.

**7. Cancellation by Us.** We can cancel the Contract for a breach of contract by You, nonpayment by You, fraud or material misrepresentation by You in obtaining the Contract or in presenting a claim for service. If We cancel the Contract after the first 30 days for any contractual reason, You will receive a refund equal to a prorated amount of the Contract Price (based on the duration of the Contract), less claims paid. Notice of cancellation by Us will be sent to You at least 30 days before cancellation and will state the effective date and reason for cancellation.

**8. Transfer of Contract.** You may transfer this Contract for the Product to another person by writing to the Administrator at Circuit City Stores, Inc., Service Contract Administration, 9950 Mayland Dr., Richmond VA 23233. The notice must include the name, address and phone number of the person to whom the Contract is being transferred. As long as Your Contract is valid, the transfer takes effect as soon as the Administrator receives your written notice.

**9. EXCLUSIONS FROM SERVICE. YOUR CONTRACT DOES NOT COVER LOSS OR DAMAGE RESULTING FROM:**

**a. use of the Product in a manner other than normal use and operation in accordance with the manufacturer's specifications, lack of manufacturer specified maintenance, improper equipment modifications, minor pixel illumination issues that do not affect the overall viewing of the panel, improper installation or attachments, improper electrical/power supply, any**

**repair that is a result of a recall.**

**b. theft, exposure to weather, negligence, accident and subsequent damage (unless covered by The Plus Plan), misuse, abuse, vandalism, animal or insect infestation, rust, dust, corrosion, mold, battery leakage, water damage, burned phosphor (including image ghosting) in CRTs, or any external peril.**

**c. product(s) used as a server product or network connected computers.**

**d. loss or damage to recording media, software or data, computer viruses, software defects, software generated problems.**

**e. pre-existing conditions that occur prior to the Contract effective date and known to You.**

**f. consumables such as toner, ribbons, drums, belts, cosmetic items such as finish and cabinetry, consumer replaceable printer heads, TV accessories including all TV stands, and all batteries (except laptop power source batteries).**

**g. unauthorized transportation charges, transportation damage (except damage incurred by authorized shipment of product to and from an authorized service provider).**

**h. unauthorized repairs by third parties.**

**i. product(s) with removed or altered serial numbers.**

**j. products used in a commercial environment.**

**k. repair of product upon the noncompliance of any part of Section 12 by you.**

**l. cleaning or other preventative maintenance unless specifically covered.**

**10. No Lemon Guarantee.**

**A. Home and Car Electronics:** During the term of the Contract, if Your Product is repaired three times and it fails a fourth time, as verified by the Administrator, we will replace it under Our no lemon guarantee and as set forth in Section 4. Lamp replacement, "customer education", "no defect found", cleaning and preventative maintenance, and repairs due to accidental damage do not constitute repair events under this no lemon guarantee.

**B. Computer Products:** If Your Product or any component of Your Product is repaired three times and it fails a fourth time due to the same problem within any twelve (12) month period, immediately following the expiration date of the manufacturer's warranty or one year from the Contract purchase date, whichever comes first as verified by the Administrator, We will replace the Product or component under Our No Lemon Guarantee and as set forth in Section 4. Lamp replacement, "customer education", "no defect found", cleaning and preventative maintenance, laptop battery replacement, and repairs due to accidental damage do not constitute repair events under this no lemon guarantee.

#### 11. Renewals.

We are not required to issue a renewal contract. If a renewal contract is offered to you, the renewal price will reflect the age of the Product, the current service cost at the time of renewal, and the available coverage benefits for the renewal period. If the Product is a refrigerator or freezer, the Contract covers food loss occurring as a *direct result of a mechanical or electrical defect*. This food loss coverage is limited to reimbursement of up to \$200 per incident for the Product, and must be verified by a qualified service provider. If Your Computer Products Contract is renewed, laptop power source batteries will be excluded from coverage. If the Product requires a lamp to generate a picture, the lamp replacement benefit as described under Section 3 B. may or may not be excluded from coverage at Circuit City's discretion. The Plus Plan as described under Section 3 C. may or may not be excluded from all renewal contracts at Circuit City's discretion. In no event shall We be required to issue a renewal Contract with lamp replacement or Plus Plan coverage.

**12. Your Duties under the Contract.** For the Contract to remain active, You must maintain the Product in accordance with the manufacturer's service requirements, including cleaning. You must provide proper electrical requirements as specified by the manufacturer. In addition, You promise and assure full cooperation with the Administrator and its authorized designees, including cooperation with troubleshooting and telephone diagnostics, accessible serviceability of the Product, a non-threatening and safe environment for in-home service, and the presence of an adult at the time of scheduled in-home service.

#### 13. Limitation of Liability.

**A. To the extent permitted by applicable law, Our total liability under the Contract, or that of Circuit City, if any, for any allegedly defective Product(s) or components shall be limited to repair or replacement of the Product(s) or components and shall not exceed the retail cost of any replacement product as provided in accordance with the Contract. To the extent permitted by applicable law, neither the Obligor, the Administrator, the service provider or its designees, the insurer, nor Circuit City, shall have any liability for special, indirect, incidental or consequential damages related to any service provided under the Contract, including, but are not limited to, any delay in rendering service, loss of data, or loss of use during the repair period of the product(s) or while otherwise awaiting parts.** You are responsible for backing up all computer software and data files before commencement of any repair. Neither We nor any authorized service provider is

responsible for restoring software to Your Product(s)

**B. THE PROVISIONS OF THIS CONTRACT ARE YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS COVERED BY THIS CONTRACT. ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.**

**C. Neither We nor Circuit City assume any responsibility or liability for their agents or assignees other than as specifically described in the Contract.**

**D. The Contract does not create any additional rights against the Obligor, insurer, Circuit City and/or the Administrator.**

**14. MANDATORY ARBITRATION: PLEASE READ CAREFULLY. EITHER PARTY MAY ELECT TO RESOLVE ANY LEGAL DISPUTE BY BINDING ARBITRATION. IF YOU OR WE ELECT TO ARBITRATE A CLAIM (DEFINED BELOW), NEITHER PARTY WILL HAVE THE RIGHT: (1) FOR A COURT OR A JURY TO DECIDE THE CLAIM; (2) TO ENGAGE IN DISCOVERY TO THE SAME EXTENT A COURT WOULD ALLOW; (3) TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER; (4) TO ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (5) TO JOIN OR CONSOLIDATE YOUR CLAIM(S) WITH CLAIMS OF ANOTHER PERSON(S). OTHER RIGHTS, SUCH AS THE RIGHT TO APPEAL, ARE MORE LIMITED IN ARBITRATION THAN IN COURT. ONLY A COURT MAY DETERMINE THE VALIDITY AND EFFECT OF THE LANGUAGE IN THIS SECTION. IF A COURT OR ARBITRATOR HOLDS ANY PART OF THIS SECTION 14 TO BE INVALID, THEN THIS ENTIRE MANDATORY ARBITRATION PROVISION SHALL BE MADE NULL AND VOID.**

Right to Reject Arbitration: You may reject Arbitration. If You do, neither You nor We can require Arbitration of any Claim. Rejection of Arbitration will not affect any other part of Your Contract. To reject Arbitration, You must send us a Rejection Notice that We receive within 60 days after the date You bought Your Contract. Any Rejection Notice must include Your name, address, and Contract number, and must be sent by certified mail to Arbitration Rejection Notice, P.O. Box 100, Rapid City, SD 57709. If We dispute whether You sent a timely Rejection Notice, You must show a signed delivery receipt. This process is the only way to reject Arbitration. Definitions: "We," "Us," "Our" for purposes of this Section includes, the Obligor, the Administrator, the Insurer and any third party which the Obligor,

Administrator or Insurer agree to defend and indemnify regarding a Claim, and all of their parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors.

"Claim" means any dispute under any law or legal cause of action between You and Us that arises from or relates to Your Contract, the relationships which result from it, this Contract or any prior agreement or service contract, including the enforceability or scope of this Section. It includes disputes that seek relief of any type, including injunctive, declaratory or damages. It includes disputes that arose before this Section's effective date.

"Arbitrator" means the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, [www.arb-forum.com](http://www.arb-forum.com), (800) 474-2371, American Arbitration Association, 335 Madison Avenue, New York, NY 10017, [www.adr.org](http://www.adr.org), (800) 778-7879, or JAMS, 45 Broadway, 28th Floor, New York, NY 10006, [www.jamsadr.com](http://www.jamsadr.com), (800) 352-5267.

Scope: This Section covers all Claims, except that We will not arbitrate an individual small claims court Claim, unless it is transferred, removed, or appealed to a different court.

Starting Arbitration: To start Arbitration, a party must give written notice of their election to arbitrate. Notice can be given after a lawsuit has been filed (including in papers in the lawsuit). Upon Notice, the Claim shall be resolved by Arbitration under this Section and the rules of the Arbitrator. You can choose the Arbitrator in Your written notice electing to arbitrate, or by giving Us written notice of Your selection within 30 days after Our Arbitration Notice. Arbitrators shall be selected as per the Arbitrator's rules and shall be retired judges or lawyers with at least 10 years experience.

Location and Costs: Any Arbitration hearing will occur in a location reasonably convenient for You. On Your written request, We will pay all filing, administrative, hearing and/or other fees charged by the Arbitrator to You for Claim(s) asserted by You up to \$2,500 after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court in the judicial district where You live. (If You have already paid a court filing fee, You will not be required to pay that amount again). If You must pay any fees over \$2,500 to the Arbitrator--and cannot get a hardship waiver for such fees--We will consider in good faith Your reasonable written request to pay all or part of such added fees. Each party must pay for its own attorneys, experts and witnesses, regardless of who wins the Arbitration, unless applicable law and/or the Arbitrator's rules provide otherwise. We will under all circumstances pay any fees or expenses We are required to pay by law.

Governing Law: This Section is governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq. ("FAA"), and not by any state Arbitration law. The Arbitrator shall follow applicable law related to any Claim, statutes of limitation,



and claims of privilege. Upon other party's timely request, the Arbitrator shall explain his decision in writing. The Arbitrator will set rules of procedure and evidence that start with the FAA, this Section and the Arbitrator's rules. Any Arbitrator's rules inconsistent with the Federal Rules are null and void.

**Getting Information.** At either of our request, the Arbitrator shall: (1) consider a request for additional information from the other party beyond what is allowed by the applicable rules, and (2) issue a written decision supported by findings of fact and conclusions of law. **Effect of Arbitration Award:** Any court may enter judgment upon an Arbitrator's award. The Arbitrator's decision will be final and binding except for: (1) any appeal right under the FAA, and (2) any party may appeal awards of more than \$100,000 to a three-Arbitrator panel appointed by the Arbitrator, which will reconsider any aspect of the awarded award from the beginning as if it had not been previously arbitrated. The panel's decision will be final and binding except for any FAA appeal rights. Unless applicable law provides otherwise, the appealing party will pay the appeals costs regardless of its outcome. However, We will consider any reasonable written request for Us to bear the cost.

**Continued Effect of Arbitration.** Part of this Section will survive the termination of our relationship and remain in force no matter what happens to You or Your Contract, if the Mandatory Arbitration Provision in any contract is not valid or cannot be enforced under any applicable law, whether for public policy reasons or otherwise, it shall be made null and void without further action by either of us and the rest of Your Contract will remain valid. In case of a conflict or inconsistency between this Section, the Arbitrator's rules, or other Contract Sections, this Section will govern. Only a court may adjudicate the validity of this Section or any part of it.

**15. Governing Law.** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia.

**16. Contract Provisions.** If there is a conflict between the Contract and information communicated either orally or in writing by the Obligor, the service provider, the Administrator, the retailer, or the respective employees or agents of any of them, the provisions of the Contract shall control.

**17. Subrogation.** If Your Product is repaired under the terms of the Contract, you agree to subordinate and assign Your rights of recovery to Us and/or the service provider. You will be reimbursed for any reasonable cost and expenses You may incur in connection with the subrogation and assignment of Your rights. You will

be made whole before We and/or the service provider retain any amounts that may be recovered.

**18. Special State Disclosures.** The following state disclosures replace any contrary provisions above:

**AL, CT, GA, IL, IN, KY, MO, NC, NH, NV, NY, OH, SC, TX, UT, VT, WI Residents only:** If a claim for service has not been completed or if We fail to perform or make payment due under the terms of the Contract within 60 days after proof of loss or Your request for performance or payment has been filed with Us, the claim or request can be submitted to American Bankers Insurance Company of Florida who insures Our obligations under this Contract at the following address: 1222 Quail Road Drive, Miami, FL 33157, or call the toll free number at 1-800-857-2244.

**AR, HI, OR, VT, WY Residents only:** Obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 1222 Quail Road Drive, Miami, FL 33157.

**GA, LA, UT, WI, WY Residents only: Section 14, "Arbitration" is deleted in its entirety. It is not applicable to You.**

**AZ, FL, GA, NV, VT, WY Residents only:** The Contract shall be interpreted and enforced according to the laws of Your state.

**ID & MA Residents only:** The Plus Plan as described under Section 3.0.1 is not payable to You.

**AR Residents only:** No claim incurred or paid shall be deducted from Your cancellation refund.

**AR Residents only:** The seller of the Contract is Circuit City Stores, Inc., 9950 Mayland Drive, Richmond, Virginia 23233. There is no deductible required to obtain service under the Contract. In the event any covered service is not paid within 60 days after proof of loss has been filed, including a claim for a refund of the unearned Contract Price or Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

**AZ Residents only:** No claim incurred or paid shall be deducted from Your cancellation refund. We will not cancel or void this Contract due to preexisting conditions, prior use or unlawful acts relating to the Product or misrepresentation by Us or Our subcontractors. **The following is added to the arbitration provision of Your Contract:** This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints as set forth by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 1910 N. 44th St., 2nd Fl. Phoenix, AZ 85018-2556, Attn: Consumer Affairs.

**CA Residents only:** The seller of this Contract is Circuit City Stores, Inc., 9950 Mayland Drive, Richmond, Virginia 23233.

**23233. The following is added to the arbitration provision of Your Contract:** The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-3210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, Northridge, California 91360. or You may visit their website at [www.bea.org](http://www.bea.org).

**CO Residents only:** The Contract is subject to the Uniform Consumer Protection Act, or the Uniform Practices Act, Articles 1 and 2 of Title 6, CRS.

**CT Residents only:** In the event of a dispute with the Administrator, You may contact the state of Connecticut, Insurance Department, P.O. Box 3316, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, the purchase price of the Product(s) and cost of repair, and include a copy of the Contract. You may cancel this Contract if You return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed.

**FL Residents only:** While arbitration is mandatory, the terms of an arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. If Administrator cancels Your Contract, the refund will be equal to 100% of the unearned prorated Contract Price.

**GA Residents only:** You may cancel at any time and receive a refund of the excess of the consideration paid for the Contract above the customary short rate for the expired term of the Contract. The Contract shall be non-cancelable by the Obligor or the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due; therefore, Cancellation by the Obligor or Administrator shall be in accordance with Section 53-21-44 of the Code of Georgia. No claim paid or incurred shall be deducted from any refund owed.

**HI Residents only:** If You have a question or complaint, You may contact the Insurance Commissioner, 250 South King Street, 5th Floor, Honolulu, Hawaii 96813.

**MN Residents only:** Obligations under the Contract are insured by a policy of insurance issued by American Reliable Insurance Company, 11221 Quail Road, Suite, Miami, FL 33157. If any covered service is not paid within 60 days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Reliable Insurance Company. The toll-free number for American Reliable Insurance Company is 1-800-842-2444.

**NV Residents only:** If We are unable, due to the remote location of Your Product, to arrange for in-home service, or necessary transportation outside of Your home to a service location, We will authorize You to take Your

Product to the Circuit City store location most convenient to You. No Contract that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Contract, whichever occurs first, except for the reasons stated in Section 7 above. No claim incurred or paid shall be deducted from Your cancellation refund.

**NH Residents only:** If You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416.

**NM Residents only:** No Contract that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Contract, whichever occurs first, except for the reasons stated in Section 7 above.

**NC Residents only:** The purchase of this Contract is not required to obtain financing. The Administrator may not cancel this Contract except for non payment by You, or revocation of any of the terms and conditions of this Contract.

**SC Residents only:** If the provider does not timely resolve such matters within 60 days of proof of loss, You may contact the South Carolina Department of Insurance, P.O. Box 300105, Columbia, SC 29202-3105 or (800) 668-3467. You have a duty to protect against any further damage and are required to comply with the owner's demand.

**TN Residents only:** The expiration date of the Contract will automatically be extended by the duration of the Product is withheld from consumer use while being repaired, plus 30 working days.

**TX Residents only:** If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, Texas 78711, (512) 463-6599 or (800) 803-9202.

**UT Residents only:** The single pay Contract Price is included on Your Sales Receipt You received for the Contract coverage. There is no deduction required to obtain service under the Contract. Coverage afforded under the Contract is not guaranteed by the Property and Casualty Guaranty Association. If in an emergency situation and Administrator cannot be reached, the customer can proceed with repairs. Administrator will reimburse the customer or the repairing facility in accordance with the Contract provisions.

**WA Residents only:** The following is added to the arbitration provision of Your Contract: Nothing in the Section headed "Arbitration" shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. All arbitrations will be held in the county in which You maintain Your permanent residence. Obligations under this Contract are backed by the full faith and credit of the

Service Contract Provider.

**WI Residents only:** THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. No claim incurred or paid shall be deducted from Your cancellation refund. You will be made whole before the Administrator retains any amounts it may recover from subrogation. Unauthorized repairs by third parties may not be covered.

**19. Privacy:** To learn more about how Federal Warranty Service Corporation, Sureway, Inc., United Service Protection, Inc., American Bankers Insurance Company of Florida and American Reliable Insurance Company, Assurant Solutions companies, use Your information, please visit Our website at [www.assurantsolutions.com](http://www.assurantsolutions.com)

CCA 0907v1-907

# EXHIBIT B

